IN THE HIGH COURT OF JUDICATURE AT BOMBAY
O.O.C.J.

APPEAL NO.975 OF 2005
IN
ARBITRATION PETITION NO.82 OF 2005

M/s.TMT India Limited & ors. .. Appellants

v/s.

Blue Bends Finance Limited .. Respondent

Mr.Kezer Khorawala i/by M/s.R.K.Associates for the appellants.

Mr.Birendra Saraf with Mr.T.N.Tripathi for the respondent.

CORAM : R.M.LODHA AND
D.G.KARNIK, JJ.

DATED : 19th November, 2005

P.C.

Heard Mr.Kezer Khorawala, the learned counsel for the appellants.

2. The contention of the learned counsel for the appellants that the claim made by the respondent in the arbitration proceedings was barred by law has been dealt with by the learned Single Judge in para 1 of the impugned order. The learned counsel for the appellants did not dispute that part payment was made in the month of October, 1996 and that there was an acknowledgement on 6.7.1997. In the backdrop of these facts, the finding of the learned Single Judge that the claim was not barred by time, cannot be said to suffer from any error.

3. The other contention about the nature of the agreement has been dealt with by the learned Single Judge in para 2 of the impugned order.

Nothing was shown to us that any evidence was led by the appellant before the Arbitrator to establish that the agreement was not the agreement for hire purchase but a loan transaction. In this view of the matter, the finding recorded by the learned Single Judge in para 2 of the impugned order also does not suffer from any error.

3. Appeal does not have any merit. Dismissed in limine.

(R.M.LODHA, J.)

(D.G. KARNIK, J.)